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**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA, NORTHERN DIVISION**

9 MISSION HEALTHCARE SERVICES,  
10 LLC, a California limited liability company;  
11 and HEALTHY LIVING AT HOME -  
CARSON CITY, LLC, a Nevada Limited  
Liability Company,

**Case No.:**

## COMPLAINT

**Plaintiffs,**

V.

BATTLE BORN HOME HEALTH, LLC, a Nevada limited liability company; JESSICA CONNANT (CRISP), an individual; ANGEL VASQUEZ BARNES, an individual; and JOSEPH BARNES, an individual.

### Defendants.

19 Plaintiffs Mission Healthcare Services, LLC (“MHS”), and Healthy Living at Home –  
20 Carson City, LLC (“HLH Carson City”) (collectively “Mission”), by and through their  
21 undersigned counsel, HOLLAND & HART LLP, file this Complaint for injunctive relief and  
22 damages against Defendants, Jessica (Crisp) Conant (“Crisp”), Angel Vasquez Barnes (“A.  
23 Barnes”), and Joseph Barnes (“J. Barnes”), (collectively the “Employee Defendants”), and  
24 Battle Born Home Health, LLC (“Battle Born”) (Battle Born and the Employee Defendants are  
25 collectively referred to herein as the “Defendants”) and hereby allege as follows:

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## PARTIES

1. MHS is a California limited liability company with its principal place of business in San Diego, California.

2. HLH Carson City is a Nevada limited liability company with its principal place of business in Carson City, Nevada.

3. MHS and HLH Carson City transact business, provide home health care services in, and have employees Carson City Nevada, in addition to other locations across the United States.

4. Upon information and belief, Battle Born is a Nevada limited liability company with its principal place of business located at 307 West Winnie Lane, # 5, Carson City, NV, 89703. Battle Born transacts business, provides home health care services, and has, and/or is preparing to have employees in Carson City, NV.

5. Upon information and belief, Crisp is an individual residing in Carson City, Nevada, and is a former employee of Mission who is now employed by and performs services for Battle Born and/or has an ownership or equity interest therein.

6. Upon information and belief, A. Barnes is an individual residing in Reno, Nevada, and is a former employee of Mission who is now employed by and performs services for Battle Born and/or has an ownership or equity interest therein.

7. Upon information and belief, J. Barnes is an individual residing in Reno, Nevada, and is a former employee of Mission who is now employed by and performs services for Battle Born and/or has an ownership or equity interest therein.

## **JURISDICTION AND VENUE**

8. This Court has jurisdiction over this action based upon 28 U.S.C. § 1331.

9. Defendants are subject to the personal jurisdiction of this Court because they reside and operate businesses in the state of Nevada, and because they have transacted and are currently transacting business in the state of Nevada, which gives rise to their liability to

1 Plaintiffs.

2       10.     Venue is proper in the United States District Court for the District of Nevada  
3 pursuant to 28 U.S.C. 1331(a), because Nevada is the state in which Defendants reside and  
4 where a substantial part of the events or omissions giving rise to the claims occurred.

## 5                   FACTUAL BACKGROUND

### 6       A.     *Mission and the Home Health and Hospice Industry*

7       11.     HLH Carson City has provided personalized, life-changing home health and  
8 hospice services in Nevada for many years.

9       12.     In 2021, Mission Healthcare Services, Inc., acquired HLH Carson City.

10      13.     When Mission Healthcare Services, Inc. acquired HLH Carson City, all the HLH  
11 Carson City assets, liabilities, contracts, including without limitation contracts with its  
12 employees, were assigned to MHS and related entities.

13      14.     Mission provides custom and personalized home health and hospice services  
14 throughout several western states including Arizona, California, Idaho, Nevada, Oregon,  
15 Washington, and Utah. Mission's platform in Utah includes skilled nursing services, physical  
16 therapy, occupational therapy, speech therapy, home health aides, medical social workers, end  
17 of life, and hospice care (the "Business").

18      15.     Mission employs a team of talented and caring health care professionals dedicated  
19 to serving patients with the appropriate combination of clinical skill and personal care. Mission  
20 has expended considerable time and resources identifying, recruiting, hiring, and training these  
21 professionals.

22      16.     Mission operates the Business in an extremely competitive environment with a  
23 number of national, regional, and local home health and hospice service companies within their  
24 footprint vying for the opportunity to serve the same patient population.

25      17.     Mission has long-standing relationships with many referral sources, including but  
26 not limited to physicians, hospitals, skilled nursing and care facilities ("Referral Sources"), and

1 has expended substantial money and time in developing and maintaining those relationships.

2       18. In an effort to gain and maintain a competitive advantage, Mission expends  
3 substantial time, effort, and resources developing, maintaining, and creating, among other  
4 things: (i) institutional knowledge, processes, documentation, and know-how in both clinical  
5 services and marketing as well as confidential and proprietary information pertaining to its  
6 Referral Sources and its employees (collectively the “Business Information”); (ii) trade secrets,  
7 including techniques, strategies, and information about its Referral Sources, employees, and  
8 patients (the “Trade Secrets”); and (iii) relationships with employees, communities, Referral  
9 Sources, and third party vendors.

10      19. Mission’s Business requires that certain employees receive information, including  
11 without limitation, Business Information and/or Trade Secrets, related to its Business,  
12 employees, and Referral Sources for the purpose of continuing to build the Mission brand,  
13 advertising, and obtaining and retaining Referral Sources, patients, and employees.

14      20. The process of developing a team of health care professionals, community  
15 partners, Referral Sources, and patients in this industry is lengthy, difficult, and expensive and  
16 requires Mission and its competitors to develop and maintain close personal relationships with  
17 Referral Sources, patients, and employees. In addition, Mission must has obtained a competitive  
18 advantage over competitors by having a clear understanding of each Referral Source, patient,  
19 and employee’s needs and preferences, and developing and employing the most efficient and  
20 effective way to meet or exceed those needs. Such an understanding can only be developed  
21 through years of gathering information, developing relationships, and delivering service  
22 consistent with the unique needs of the patients and within the specifications of the Referral  
23 Sources. It would take a startup competitor many years to catch up with Mission.

24      21. Mission operates in an extremely competitive industry in which its competitors,  
25 including Battle Born, would greatly benefit from obtaining Mission’s Confidential  
26 Information. Accordingly, Mission takes care to safeguard and protect its Confidential

1 Information from disclosure or use by others.

2       ***B. Battle Born's Operation in the Home Health and Hospice Market.***

3       22. While it would typically take a long period of time and significant resources to  
4 build a home health company from scratch, the Employee Defendants together devised a  
5 scheme at least by November 2021 in which they planned to and did instantly launch a profitable  
6 home health company by improperly acquiring Mission's business, assets, and resources  
7 (including its employees) without having to pay for it.

8       23. The Employee Defendants' scheme was to form Battle Born while they were still  
9 employed and being paid by Mission. On information and belief, to this end, while they were  
10 waiting for the needed licensing and approvals to be obtained before Battle Born could be  
11 operational and take patients, they began siphoning off Mission's Confidential Business  
12 Information and Trade Secrets and soliciting Mission's employees to leave Mission and work  
13 for Battle Born the moment it could open its doors.

14       24. On information and belief, in breach of their fiduciary duties and duty of loyalty  
15 to Mission, each of the Employee Defendants accepted employment with and for Battle Born  
16 and began serving Battle Born's interests (not Mission's) while still employed by and receiving  
17 compensation from Mission.

18       25. In other words, while the Employee Defendants were employed by and receiving  
19 compensation from Mission, and in direct breach of their several obligations to Mission, the  
20 Employee Defendants recruited Mission's employees and contractors, including each other, for  
21 Battle Born, even using Mission's resources to do so.

22       26. Also contrary to their duties, the Employee Defendants spoke ill of Mission and  
23 discouraged employees and contractors from continuing employment with Mission.

24       27. When a Mission employee expressed a willingness to work for Battle Born, he or  
25 she was instructed by the Employee Defendants to continue to take a paycheck from Mission  
26 until it was time for Battle Born to launch. This way, Mission was funding the scheme, and the

1 Employee Defendants had no financial risk as they waited for Battle Born to get the necessary  
2 state and federal approvals.

3       28. The Employee Defendants also improperly utilized Mission's Business  
4 Information and Trade Secrets as they formed and launched Battle Born, including without  
5 limitation, to solicit Mission's employees and contractors and/or to solicit Mission's Referral  
6 Sources.

7       29. Battle Born filed its initial State and Business License Application on February 2,  
8 2022, listing Messers Brian Krug and Derek Beal as managers of the limited liability company.

9       30. Upon information and belief, Battle Born provides or is planning to provide home  
10 health care services, including skilled nursing, physical therapy, occupational therapy, speech  
11 therapy, social services, and CNS services in Carson City, Minden, Gardnerville, and Dayton,  
12 Nevada, as a direct competitor with Mission and its Business.

13       31. Through their scheme, Defendants have solicited and hired multiple Mission  
14 employees and contractors, though some remain employed by Mission as instructed. It is  
15 Defendants' intent to utilize Mission's Business Information and Trade Secrets and reap the  
16 benefits of their improper solicitation of Mission's employees and contractors, in order to  
17 quickly take Battle Born from the start-up phase to a fully functioning competitor of Mission.

18       C. ***Mission's Business Information and Trade Secrets.***

19       32. Mission possesses Business Information, which includes but is not limited to,  
20 information about Mission, its Referral Sources, employees, and clients; information about the  
21 Business, including without limitation its operations and financial information; future plans of  
22 every type; pricing schedules, lists, promotions, and products; marketing and sales strategies  
23 including without limitation information and strategy regarding Referral Sources; concepts,  
24 designs, models, strategies, procedures, ideas, and know how; employee and patient personally  
25 identifiable information; agreements and contract terms; business methods; all information  
26 employees may obtain, prepare or analyze during the course of employment; research materials;

1 memoranda; correspondence or other documentation; payroll and compensation information;  
2 personnel files including without limitation performance information; information concerning  
3 compensation of third parties, consultants, and vendors; and business models.

4       33.     Mission also possesses Trade Secrets, which include but are not limited to, data,  
5 formulas and processes related to strategic alliances and relationships with vendors, Referral  
6 Sources, patients, employees, and third parties, and including without limitation, confidential  
7 techniques, strategies, and information about Referral Sources, employees, and patients.

8       34.     Mission's Business Information and Trade Secrets are not generally known to the  
9 public or within the industry and have independent economic value because the information is  
10 not readily ascertainable by independent investigation.

11       35.     Mission takes reasonable precautions to ensure confidentiality of its Business  
12 Information and Trade Secrets. Such efforts include, among others: (i) implementing policies  
13 limiting access to the such information; (ii) requiring employees to acknowledge their receipt  
14 of an employee handbook; (iii) entering into non-disclosure or confidentiality agreements with  
15 its employees; (iv) restricting employees' physical and technological access to the subject  
16 information; (iv) securing the information's physical and electronic storage; and (v) limiting  
17 distribution of the information only to those employees who need the information to perform  
18 their specific job functions.

19       36.     For example, Mission maintains password protections, trains employees to  
20 safeguard information, and operates in a culture and environment which requires employees to  
21 understand and take seriously the need to keep all Business Information and Trade Secrets  
22 confidential.

23       37.     Because the Employee Defendants occupied key positions within the Mission  
24 organization, at all material times during their employment, the Employee Defendants were  
25 given access to and were permitted to use Mission's Business Information and/or Trade Secrets.

1       38. In addition to the steps outlined above, Mission required the Employee Defendants  
 2 to contractually agree to refrain from describing, disclosing, misappropriating, publishing,  
 3 taking, transmitting, or using Mission's Business Information or Trade Secrets for any purpose  
 4 other than to further Mission's Business.

5       39. Specifically, HLH Carson City required employees to sign the Employee  
 6 Acknowledgement and Receipt of Healthy Living at Home Handbook form (the "HLH Carson  
 7 City Handbook Acknowledgement") whereby the Employee Defendants acknowledged receipt  
 8 of the Healthy Living Network Employee Handbook (the "HLH Carson City Handbook"), the  
 9 Non-Disclosure and Assignment of Inventions Agreement (the "HLH Carson City NDA"), and  
 10 the Code of Conduct (the "HLH Carson City Code of Conduct") (collectively, the "HLH Carson  
 11 City Employment Agreements").

12      40. By signing the HLC Carson City Handbook Acknowledgement, the Employee  
 13 Defendants agreed that they "would be responsible for reading[,"] had read, and would observe  
 14 and abide by the conditions of employment, policies, and rules contained in the HLH Carson  
 15 City Handbook, as well as other HLH Carson City policies, such as those prohibiting disclosure  
 16 of HLH Carson City's Business Information and Trade Secrets.<sup>1</sup>

17      41. The Employee Defendants also each agreed that the HLH Carson City Handbook  
 18 was an accurate representation of his or her obligations to HLH Carson City.

19      42. By signing the HLH Carson City Handbook Acknowledgement, the Employee  
 20 Defendants each agreed that they would "have access to sensitive information that [HLH Carson  
 21 City does] not share with [its] competitors, the public, or even other employees who do not need  
 22 to know the information to do their jobs. This information belongs to the Company.  
 23 [Employees] may not use it for personal gain or for the benefit of someone else, like another  
 24 employer or one of [HLH Carson City's] competitors. The information is provided to

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26      27      <sup>1</sup> Crisp signed the HLH Handbook acknowledgement on July 17, 2018, J. Barnes signed it on  
 August 17, 2018, and A. Barnes signed it on August 10, 2018.

1 [employees] to use in performing work for the Company. Except as permitted by law or as  
 2 necessary in the regular course of your duties . . . [employees] may not divulge confidential  
 3 information to any third party without express written permission from the President of the  
 4 Company.”

5       43. By signing the HLH Carson City Handbook Acknowledgement, the Employee  
 6 Defendants also agreed that if they left “employment with the Company for any reason” each  
 7 would “continue to treat as private and privileged any such sensitive information” and would  
 8 not “use, reveal, or communicate to any person or entity any of this information without the  
 9 written approval of the Company.”

10      44. By signing the HLH Carson City Handbook Acknowledgement, the Employee  
 11 Defendants also agreed that “[t]heft, misappropriation, or unauthorized possession or use of  
 12 property, documents, records, or funds belonging to the Company, or any patient or employee,  
 13 removal of the same from Company premises without authorization,” “[d]ivulg[ing] confidential  
 14 information of any kind to any unauthorized person(s) or without an official need-to know  
 15 requirement,” or “[o]btaining unauthorized confidential information pertaining to patients or  
 16 employees”<sup>2</sup> constituted misconduct and that upon learning about any such misconduct,  
 17 including but not limited to the use or disclosure of the HLH Carson City’s Business  
 18 Information or Trade Secrets, the Company “will pursue legal remedies” against each of them.

19      45. By signing the HLH Carson City NDA, each of the Employee Defendants agreed  
 20 that during their employment, and at “all times thereafter” each would “hold in the strictest  
 21 confidence and [would] not use, except for the benefit of the Company, or disclose to any  
 22 person, firm, or corporation, without written authorization from the Company’s President or a  
 23 company officer, any [Confidential] Information, including, without limitation, information  
 24 concerning project development and production, marketing plans and strategy, business plans  
 25 and projections, finances, operations, billing methods and client and contact lists or other

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27      <sup>2</sup> *Id.* at p. 24.

1 subject matter pertaining to any business of the Company or any of its clients as defined  
 2 above.”<sup>3</sup>

3       46. By signing the HLH Carson City NDA, each of the Employee Defendants also  
 4 agreed that they would “hold in the strictest confidence and [would] not use, except for the  
 5 benefit of the Company, or disclose to any person, firm, or corporation, without written  
 6 authorization from the Company’s President or a company officer, any [Business Information  
 7 or Trade Secret] Information, including, without limitation, information concerning project  
 8 development and production, marketing plans and strategy, business plans and projections,  
 9 finances, operations, billing methods and client and contact lists or other subject matter  
 10 pertaining to any business of the Company or any of its clients as defined above.”

11       47. By signing the HLH Carson City NDA, each of the Employee Defendants also  
 12 agreed that they would “maintain in secrecy all [Business Information and Trade Secret]  
 13 Information and other confidential and/or proprietary information relating to the Company and  
 14 its officers and/or directors and [would] use such Information only in the course of performing  
 15 [their] duties” for the Company, and that they would “maintain in trust all such [Business  
 16 Information and Trade Secret] Information as the Company’s property, including but not  
 17 limited to, all documents, work papers, telephone directories, notes, and any and all copies  
 18 thereof” in their possession or under their control.

19       48. By signing the HLH Carson City NDA, each of the Employee Defendants also  
 20 agreed that they would “return to the Company any and all equipment, computer, disks, notes,  
 21 notebooks, documents, memoranda, proposals, reports, files, forms, samples, books,  
 22 correspondence, lists, or other written records affecting or relating to the Company, or created  
 23 by [the Employee Defendant] during his or her employment with the Company, and any and all  
 24 copies thereof” which were in the Employee Defendant’s possession.

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 26       <sup>3</sup> Crisp signed the HLH Carson City NDA on July 17, 2018, A. Barnes signed it on August 1,  
 27 2018, and J. Barnes signed it on August 12, 2018.  
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1       49. By signing the HLH Carson City NDA, each of the Employee Defendants also  
2 agreed that they would not “at any time, either during the term of employment or for a period  
3 of one (1) year thereafter . . . whether as an owner, partner, shareholder, agent, employee,  
4 creditor, or otherwise, directly or indirectly, solicit, interfere with, divert, disrupt or attempt to  
5 disrupt any present business relationship, either contracted or otherwise, between the Company,  
6 its affiliates, successors in interest, or assigns, and any merchant, customer, advertiser, client or  
7 employee of the Company, its affiliates, successors in interest, or assigns.”

8       50. By signing the HLH Carson City NDA, each of the Employee Defendants also  
9 agreed that they would not “at any time, either during the term of employment or for a period  
10 of one (1) year thereafter, . . ., whether as an owner, partner, shareholder, agent, employee,  
11 creditor, or otherwise, directly or indirectly, solicit, interfere with, divert, disrupt or attempt to  
12 disrupt any business relationship, either contracted or otherwise, between the Company, its  
13 affiliates, successors in interest, or assigns, and any prospective merchant, customer, advertiser  
14 or client with whom the Company, its affiliates, successors in interest, or assigns have initiated  
15 a business contact.”

16       51. By signing the HLH Carson City Code of Conduct, each of the Employee  
17 Defendants agreed that he or she would refrain from “obtaining any personal benefit by virtue  
18 of [their] employment” with HLH Carson City, that they would “disclose to the Corporate  
19 Compliance Officer any financial interest, ownership interest or any other relationship” that  
20 they had with “the Company’s customers, vendors, or competitors,” that they would not use  
21 HLH Carson City Business Information or Trade Secrets for their “own personal benefit or for  
22 the benefit of any other person or entity, except the Company while employed by the Company  
23 or at any time thereafter,” and that they would “promptly report all violations or suspected  
24 violations of [the] Standards of Conduct by other Employees verbally to the Corporate  
25 Compliance Officer or the compliance hotline or in writing to the Corporate Compliance

1 Officer.”<sup>4</sup>

2 52. In addition to the HLH Carson City Employment Agreements, as a requirement of  
 3 their employment, each of the Employee Defendants executed a Non-Disclosure and  
 4 Confidentiality Agreement with Mission (the “Mission NDA”).

5 53. By signing the Mission NDA, the Employee Defendants agreed that they would  
 6 “maintain [Mission] Confidential Information in strictest confidence for the sole and exclusive  
 7 benefit of [Mission]” and that they would not, “without prior written approval” from Mission  
 8 “publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or  
 9 to the detriment of [Mission], any Confidential Information” that belongs to Mission and that  
 10 they would “return any and all records, notes, and other written, printed, or tangible materials”  
 11 in their possession to Mission immediately.<sup>5</sup>

12 **D. *While The Employee Defendants Worked for Mission They, Conspired to Leave***  
***Mission to Operate and a Competing Business using Mission’s Business***  
***Information and Trade Secrets to Wrongfully Recruit Mission Employees,***  
***Referral Sources and Patients.***

13 54. Crisp was employed as the Administrator of HLH Carson City between  
 14 approximately July 7, 2016, and January 19, 2022.

15 55. As the Administrator, Crisp managed HLH Carson City’s entire business operation  
 16 and was the chief administrative employee at HLH Carson City. The owners and officers of  
 17 Mission extended substantial trust and authority to Ms. Crisp, and she was charged with  
 18 maintaining and overseeing the daily operations and quality of HLH Carson City.

19 56. To perform these tasks, Crisp was required to perform numerous key corporate  
 20 initiatives, including to, among other things, development of company and organizational goals,  
 21 implement health regulations and standards, promote and assist with interdepartmental

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22 25 <sup>4</sup> Crisp signed the HLH Code of Conduct on July 17, 2018, A. Barnes signed it on August 1, 2018,  
 26 and J. Barnes signed it on August 12, 2018.

27 26 <sup>5</sup> Crisp signed the Mission NDA on November 19, 2021, J. Barnes signed it on December 2, 2021,  
 28 and A. Barnes signed it on December 2, 2021.

1 communication and cooperation, assist in the development of employees through recruitment,  
2 retention, training, motivation, and rewards, establish and ensure implementation of  
3 performance goals, assist with the long term planning and implementation of strategic  
4 educational, patient care, research, revenue, and public relations programs, manage fiscal  
5 activities of the agency, coordinate special departmental activities, monitor record systems,  
6 develop policies, develop and enhance employee performance and fulfillment, oversee care  
7 delivery and patient outcomes, ensure compliance with federal, state, and local laws and  
8 standards.

9       57.     The performance of these duties provided Crisp with access to Mission business  
10 information, including Business Information and Trade Secret Information on a daily basis.

11       58.     J. Barnes was employed with Mission from August 12, 2018, through January 19,  
12 2022, as a registered nurse case manager.

13       59.     As a registered nurse case manager, J. Barnes was responsible for, among other  
14 things, working with and managing Mission's clinical staff, working with software programs  
15 including having key access to same, coordinating patient care and understanding and planning  
16 patient care for Mission's patients including working directly with Mission's developed referral  
17 sources, coordinating employee schedules and patient visits, supervising LPN and HHA field  
18 staff, providing education to employees regarding Mission's policies, practices and care  
19 standards, being familiar with and follow Medicare and Medicaid regulations, observing,  
20 assessing, and documenting patient symptoms and progress, and performing home care visits  
21 as needed.

22       60.     The performance of these duties allowed J. Barnes to gain access to Mission's  
23 information, including Business Information and Trade Secret information and develop direct  
24 relationships with Mission's clinical employees and referral sources.

25       61.     A. Barnes was employed with Mission from August 1, 2018, through January 19,  
26 2022, as a certified nurse assistant.

1       62. As a Certified Nurse Assistant, A. Barnes was responsible for, among other things,  
2 assisting in the implementation of patient care plans, performing tasks assigned by his  
3 supervising RN, charting, observing and reporting safety hazards and other issues seen in  
4 patients' homes, and other duties assigned by an RN.

5       63. The performance of these duties allowed A. Barnes to gain access to Mission  
6 Business Information and Trade Secret information and develop direct relationships with  
7 Mission's clinical employees, including RNs, and its patients.

8       64. Upon information and belief, Crisp began providing services and performing  
9 actions for Battle Born's benefit during her employment with Mission and while being paid by  
10 Mission.

11       65. Upon information and belief, Crisp affirmatively hid from Mission that she had  
12 formed and begun performing services for Battle Born, a direct competitor of Mission, while  
13 she remained employed by and received paychecks from Mission.

14       66. Upon information and belief, A. Barnes and J. Barnes were each aware that Crisp  
15 had formed and begun providing services for Battle Born but failed to disclose that information  
16 to Mission.

17       67. Upon learning that Crisp had, in violation of her contractual obligations to  
18 Mission, not only begun forming a competing home health agency while employed by Mission  
19 but was doing so utilizing Mission's resources including Mission's Business Information and  
20 Trade Secret information and was negatively interfering with Mission's business and at-will  
21 employment relationships, Mission terminated Crisp's employment.

22       68. Within thirty minutes of terminating Crisp's employment, A. Barnes and J. Barnes  
23 each resigned without notice and effective immediately.

24       69. Upon information and belief, Crisp began working for Battle Born during her  
25 employment with Mission. Upon information and belief, A. Barnes and J. Barnes performed  
26 some actions or services for Battle Born during their employment with Mission and became  
27  
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1 employees of Battle Born immediately after their employment with Mission ended.

2       70. Upon information and belief, each of the Employee Defendants conspired with  
3 one another and with Battle Born to form and carry out a plan to use Mission's Business  
4 Information and Trade Secrets to improperly and unlawfully solicit Mission's employees,  
5 Referral Sources and patients to terminate or reduce their work with Mission in favor of Battle  
6 Born.

7       71. Upon information and belief, during and since the termination of their employment  
8 with Mission and the commencement of their employment with Battle Born, each of the  
9 Employee Defendants, in coordination with and with the assistance of Battle Born, have, in  
10 violation of their HLH Carson City Employment Agreements and the HLH Carson City NDA,  
11 used Mission's Business Information and Trade Secrets to recruit and hire Mission employees  
12 to work for Battle Born.

13       72. Battle Born is now licensed and operating and is a direct competitor of Mission.

14       73. Upon information and belief, since the Employee Defendants began working for  
15 Battle Born, Defendants have continued to use Mission's Business Information and Trade  
16 Secrets to contact and recruit Mission employees and/or Mission's Referral Sources to generate  
17 business.

18       74. Upon information and belief, Defendants have used and continue to use Mission's  
19 Business Information and Trade Secrets after the Employee Defendants' resignation for the  
20 benefit of Battle Born and to Mission's detriment.

21       75. The Employee Defendants' continued use of Mission's Business Information and  
22 Trade Secrets, and their transmission of that information to Battle Born after their resignation  
23 from Mission, and for the benefit of Battle Born, violates their common-law and contractual  
24 obligations to Mission.

25       76. Upon information and belief, Defendants continue to solicit Mission employees,  
26 including through the use of Mission's Business Information and Trade Secrets.

#### **E.      *Irreparable Harm to Mission.***

77. Defendants' willful misappropriation and continued use of Mission's Business Information and Trade Secrets to improperly solicit and/or market to Mission's Referral Sources, patients, and/or employees has irreparably harmed and continues to irreparably harm Mission.

78. In addition, the misappropriation of Mission's Business Information and Trade Secrets violates the public's interest in the safeguarding of the confidential, proprietary, and trade secret information of employers and businesses.

79. The restrictions on the misappropriation of Mission's Trade Secrets and Business Information are not contrary to applicable public policy.

80. Mission has no adequate remedy at law to protect itself from Defendants' wrongful use and/or disclosure of its Business Information and Trade Secrets.

**F. Defendants Will Not Suffer Undue Hardship.**

81. Enforcement of the protections afforded by the Uniform Trade Secrets Act will not cause undue hardship to Defendants because it is very narrow and limited in scope and does not place a substantial limitation on Defendants' opportunities for employment or from maintaining their livelihood; nor does it inhibit Battle Born from fairly competing in the marketplace.

**FIRST CAUSE OF ACTION**  
**(State Misappropriation of Trade Secrets)**  
**(NRS. § 600A.010 *et seq.*)**  
**(Against All Defendants)**

82. Plaintiffs hereby repeat, reallege and incorporate all preceding paragraphs of this Complaint as though fully set forth herein.

83. Mission possesses valuable Trade Secret information, including but not limited to various techniques, strategies, and information about its Referral Sources, employees, and patients.

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1       84.     The Employee Defendants had access to, and acquired, Mission's Trade Secrets  
2 as a result of their respective relationships with Mission and under circumstances in which each  
3 Employee Defendant was vested with extreme trust and confidence by Mission, and under  
4 which each Employee Defendant had a duty to maintain the secrecy of the information and limit  
5 its use.

6       85.     Through the Employee Defendants' conduct, Battle Born gained access to, and  
7 acquired, Mission's Trade Secrets which were not previously known to it.

8       86.     Each of the Defendants knew that the Trade Secret information Mission provided  
9 to the Employee Defendants comprised Mission's Trade Secrets.

10      87.     Mission has invested significant money and other resources into developing and  
11 protecting the Trade Secrets.

12      88.     Mission enjoys an advantage over existing and would-be competitors in the home  
13 health and hospice industry, including Battle Born, by virtue of the Trade Secrets, which have  
14 been developed and/or compiled over years of hard work and the substantial investment of  
15 money and resources.

16      89.     Mission derives significant competitive and economic benefits insofar as the Trade  
17 Secrets are not readily available to the public and are not readily ascertainable or duplicated by  
18 others.

19      90.     Mission has taken reasonable steps to safeguard the secrecy of the Trade Secrets.

20      91.     The Employee Defendants were each contractually forbidden from possessing and  
21 using Mission's Trade Secrets for the benefit of themselves or any entity other than Mission.

22      92.     Despite these contracts, the Employee Defendants have each used, and provided  
23 their co-Defendants with, Mission's Trade Secrets which have been utilized by Defendants to  
24 compete against Mission.

25      93.     Defendants have used the misappropriated Trade Secrets to start, operate and grow  
26 a competing business in the same geographic market as Mission, and, on information and belief,

1 to solicit and recruit Mission's employees and Referral Sources to Battle Born.

2        94. Defendants have used and intend to use Mission's Trade Secrets for their  
3 economic benefit and to the detriment of Mission, and without compensation to Mission.

4        95. Defendants' disclosure and improper use of Mission's Trade Secrets has provided  
5 Defendants with an improperly attained, economically valuable and unfair advantage.

6       96. Defendants' disclosure and improper use of Mission's Trade Secrets has resulted  
7 in significant and irreparable harm to Mission.

8       97. Defendants' misappropriation of Mission's Trade Secrets has directly and  
9 proximately caused damages to Mission. Mission is therefore entitled to an award of actual  
10 damages in an amount to be proven at trial.

11       98. Because Defendants' misappropriation of Mission's Trade Secrets has been and  
12 continues to be conducted in a willful and malicious manner, Mission is entitled to exemplary  
13 damages under NRS § 600A.050(2) in an amount not exceeding two times the award of  
14 damages as well as to its attorneys' fees under NRS § 600A.060(3).

15        99. At all material times, the above-described actions have caused and are continuing  
16 to cause irreparable injury to Mission, for which Mission has no adequate remedy at law, and  
17 will continue to offend unless enjoined.

18       100. Mission is entitled to injunctive relief against Defendants to prevent further  
19 damage and harm to Mission.

20       101. Mission is further entitled to monetary damages arising from any unjust  
21 enrichment caused by Defendants' misappropriation of its Trade Secrets in an amount to be  
22 proven at trial.

**SECOND CAUSE OF ACTION**  
**(Federal Misappropriation of Trade Secrets)**  
**(18 U.S.C. § 1836 *et seq.*)**  
**(Against All Defendants)**

25       102. Plaintiffs hereby repeat, reallege and incorporate all preceding paragraphs of this  
26 Complaint as though fully set forth herein.

1       103. The Employee Defendants had access to, and acquired, Mission's Trade Secret  
2 information as a result of their respective relationships with Mission and under circumstances  
3 in which each Employee Defendant was vested with extreme trust and confidence by Mission  
4 and under which each Employee Defendant had a duty to maintain the secrecy of the  
5 information and limit its use.

6       104. The Employee Defendants each knew that the information Mission provided to  
7 them comprised Mission's Trade Secrets.

8       105. Mission has invested significant money and other resources into developing and  
9 protecting the Trade Secrets.

10      106. Mission enjoys an advantage over existing and would-be competitors in the home  
11 health and hospice industry by virtue of the Trade Secrets, which have been developed and/or  
12 compiled over years of hard work and the substantial investment of money and resources.

13      107. Mission derives significant competitive and economic benefits insofar as the Trade  
14 Secrets are not readily available to the public and are not readily ascertainable or duplicated by  
15 others.

16      108. Mission has taken steps designed to safeguard the secrecy of the Trade Secrets,  
17 including without limitation, enacting written policies limiting access and use of the Trade  
18 Secrets; requiring the receipt, review and execution of the HLH Carson City Handbook, the  
19 HLH Carson City NDA, the HLH Carson City Code of Conduct, and the Mission NDA, each  
20 of which contain such policies, and by requiring employees to review, understand, and accept  
21 various contractual obligations and agreements as a condition of employment and/or continued  
22 employment.

23      109. The Employee Defendants were provided restricted access to Mission's trade  
24 secrets.

25      110. The Employee Defendants have used, and provided Battle Born with, Mission's  
26 Trade Secrets which have been utilized by Defendants to compete against Mission.

1       111. Defendants have used the misappropriated Trade Secrets to start, rejuvenate,  
2 operate and grow a competing business in the same geographic market as Mission, and to solicit  
3 and recruit Mission's employees to Battle Born.

4        112. Defendants have used and intend to use Mission's Trade Secrets for their  
5 economic benefit to the detriment of Mission, and without compensation to Mission.

6       113. Defendants' disclosure and improper use of Mission's Trade Secrets have resulted  
7 in significant and irreparable harm to Mission.

8        114. Defendants' disclosure and improper use of Mission's Trade Secrets have  
9 provided Mission's competitors with an improperly attained, economically valuable and unfair  
10 advantage.

11       115. Defendants' misappropriation of Mission's Trade Secrets has directly and  
12 proximately caused damages to Mission. Mission is therefore entitled to an award of actual  
13 damages in an amount to be proven at trial.

14        116. Because Defendants' misappropriation of Mission's Trade Secrets has been and  
15 continues to be conducted in a willful and malicious manner, Mission is entitled to exemplary  
16 damages under 18 U.S.C. § 1836(b)(3)(C) in an amount not exceeding two times the award of  
17 damages as well as to its attorneys' fees under 18 U.S.C. § 1836(b)(3)(D).

18        117. At all material times, the actions described above have caused and are continuing  
19 to cause irreparable injury to Mission, for which Mission has no adequate remedy at law, and  
20 Defendants will continue to offend unless enjoined.

21        118. Mission is entitled to injunctive relief against Defendants to prevent further  
22 damage and harm to HLH Carson City.

**THIRD CAUSE OF ACTION**  
**(Breach of Contract – HLH Carson City Handbook)**  
**(Against the Employee Defendants)**

25       119. Plaintiffs hereby repeat, reallege and incorporate all preceding paragraphs of this  
26 Complaint as though fully set forth herein.

1       120. Forming an enforceable contract with Mission, each of the Employee Defendants  
2 acknowledged their receipt, understanding and commitment to follow the mandates contained  
3 in the HLH Carson City Handbook, which includes HLH Carson City's policies prohibiting  
4 employees from accessing, using, disclosing, publishing, or copying the Business Information  
5 or Trade Secrets for any purpose other than a HLH Carson City business-related purpose.

6       121. Pursuant to the HLH Carson City Handbook, the Employee Defendants agreed,  
7 among other things, to only use HLH Carson City's Business Information and Trade Secrets in  
8 the performance of their HLH Carson City employment and for HLH Carson City's benefit, and  
9 not for any other purpose.

10      122. The Employee Defendants also agreed not to use HLH Carson City's Business  
11 Information and Trade Secrets for personal purposes or for any other purpose after their  
12 separation of employment from HLH Carson City, regardless of the reason for the separation.

13      123. The HLH Carson City Handbook further prohibits the Employee Defendants from  
14 soliciting HLH Carson City's employees or Referral Sources for any purpose outside of HLH  
15 Carson City's Business.

16      124. In exchange for valuable consideration including continued employment, the  
17 Employee Defendants agreed to abide by terms of the HLH Carson City Handbook.

18      125. HLH Carson City has performed all of its obligations under the HLH Carson City  
19 Handbook.

20      126. The Employee Defendants breached their obligations by, among other things:

21       a. Accessing or using HLH Carson City's Business Information or Trade Secrets  
22 without authorization during and after employment with HLH Carson City for their own benefit  
23 and for Battle Born's benefit, including but not limited to for the purpose of soliciting and  
24 recruiting HLH Carson City's employees and/or Referral Sources away from HLH Carson City.

25       b. Disclosing Business Information and Trade Secret information to those who are  
26 not authorized to receive such information, including Battle Born, both during and after

1 employment with HLH Carson City;

2 c. Revealing or misusing HLH Carson City's Business Information and Trade  
3 Secrets to assist Battle Born during and after their employment at HLH Carson City; and

4 d. On information and belief Soliciting HLH Carson City employees to reduce or  
5 eliminate their work for HLH Carson City and to induce them to breach the duties of care and  
6 loyalty owed to HLH Carson City.

7 127. As a result of the Employee Defendants' breaches of their contractual obligations  
8 under the HLH Carson City Handbook, HLH Carson City has been injured and damaged in an  
9 amount to be proven at trial plus applicable interest, late fees, attorney fees, and costs of  
10 collection.

11 128. HLH Carson City is also entitled to injunctive relief against the Employee  
12 Defendants to prevent further damages and harm to HLH Carson City.

13 **FOURTH CAUSE OF ACTION**  
 14 **(Breach of Covenant of Good Faith and Fair Dealing – HLH Carson City Handbook)**  
**(Against the Employee Defendants)**

15 129. Plaintiffs hereby repeat, reallege and incorporate all preceding paragraphs of this  
16 Complaint as though fully set forth herein.

17 130. The HLH Carson City Handbook is a valid and enforceable contract between HLH  
18 Carson City and its employees and former employees, including the Employee Defendants.

19 131. There is an implied covenant in the HLH Carson City Handbook that inheres in  
20 every written and oral agreement that requires HLH Carson City employees to act in a manner  
21 consistent with the parties' intent and so that HLH Carson City can realize the benefit of its  
22 bargain. The Employee Defendants' employment with HLH Carson City was intended to build  
23 up HLH Carson City, establish a long-term employee base, increase referrals, fight off  
24 competition, and protect HLH Carson City's position in the market, including by protecting its  
25 Business and economic advantages. The benefit of the Employee Defendants' efforts for HLH  
26 Carson City were intended to be long-lasting and extend beyond the term of their employment,

1 and to be for the exclusive benefit of HLH Carson City and not for the Employee Defendants'  
2 retention or use after employment.

3 132. HLH Carson City performed all of its obligations under the MHS Handbook.

4       133. The Employee Defendants breached the covenant of good faith and fair dealing  
5 both during and after employment by, on their own behalf and on behalf of Battle Born, (a)  
6 utilizing HLH Carson City resources and opportunities, including without limitation its  
7 Business Information and Trade Secrets; (b) soliciting and recruiting HLH Carson City's  
8 employees to work for them at Battle Born, HLH Carson City's direct competitor; (c) on  
9 information and belief, soliciting HLH Carson City's relationships and Referral Sources for  
10 their personal benefit and Battle Born's benefit; (d) preparing to compete using Mission's  
11 resources, and actually competing with HLH Carson City while still employed and being paid  
12 by HLH Carson City; and (e) using HLH Carson City's trust and confidence, and HLH Carson  
13 City's know-how and Business Information, to prepare to compete and actually compete against  
14 HLH Carson City, thereby depriving HLH Carson City of the value of the employment services  
15 for which they were hired.

16        134. HLH Carson City has been damaged and continues to suffer and experience  
17 damages resulting from the Employee Defendants' breaches of the implied covenant of good  
18 faith and fair dealing which is inherent to the HLH Carson City Handbook in an amount to be  
19 determined at trial plus applicable interest, late fees, attorney fees, and costs of collection.

20       135. HLH Carson City is entitled to injunctive relief against the Employee Defendants  
21 to prevent further damage and harm to HLH Carson City.

**FIFTH CAUSE OF ACTION**  
**(Breach of Contract – HLH Carson City NDA)**  
**(Against the Employee Defendants)**

24       136. Plaintiffs hereby repeat, reallege and reincorporate all preceding paragraphs of this  
25 Complaint as though fully set forth herein.

1       137. As a term of Employment, the Employee Defendants each executed the HLH  
2 Carson City NDA.

3       138. The HLH Carson City NDA constitutes a valid contract between HLH Carson City  
4 and the Employee Defendants.

5       139. In exchange for consideration including continued employment, the Employee  
6 Defendants each individually agreed to abide by terms of the HLH Carson City NDA.

7       140. HLH Carson City performed all of its obligations under the HLH Carson City  
8 NDA.

9       141. As more fully described above, the Employee Defendants each breached the HLH  
10      Carson City NDA by failing to abide by its terms by, among other things, failing to maintain  
11      the confidentiality of HLH Carson City's Business Information and Trade Secrets both during  
12      and after their HLH Carson City employment, making use Business Information and Trade  
13      Secrets for their own benefit and for the benefit of others and third parties (to HLH Carson  
14      City's detriment), and by disclosing HLH Carson City's Business Information and Trade  
15      Secrets to third parties including the other Defendants.

16       142. As a result of the Employee Defendants' actions, HLH Carson City has suffered  
17 and will continue to suffer damages in an amount to be determined at trial plus applicable  
18 interest, late fees, attorney fees, and costs of collection.

19       143. HLH Carson City is entitled to injunctive relief against the Employee Defendants  
20 to prevent further damage and harm to HLH Carson City.

**SIXTH CAUSE OF ACTION**  
**(Breach of the Covenant of Good Faith and Fair Dealing – HLH Carson City NDA)**  
**(Against the Employee Defendants)**

23       144. Plaintiffs hereby repeat, reallege and incorporate all preceding paragraphs of this  
24 Complaint as though fully set forth herein.

1       146. There is an implied covenant in the HLH Carson City NDA that inheres in every  
2 written and oral agreement that requires that HLH Carson City employees act in a manner  
3 consistent with the parties' intent and so that HLH Carson City can realize the benefit of its  
4 bargain. The Employee Defendants' employment with HLH Carson City was intended to build  
5 up HLH Carson City, establish a long-term employee base, increase referrals, fight off  
6 competition, and protect HLH Carson City's position in the market, including by protecting its  
7 Business and economic advantages. The benefit of the Employee Defendants' efforts for HLH  
8 Carson City were intended to be long-lasting and extend beyond the term of their employment,  
9 and to be for the exclusive benefit of HLH Carson City and not for the Employee Defendants'  
10 retention or use after employment.

11       147. HLH Carson City performed all of its obligations under the HLH Carson City  
12 NDA.

13       148. The Employee Defendants each independently breached the covenant of good  
14 faith and fair dealing both during and after employment by, on their own behalf and on behalf  
15 of Battle Born by (a) utilizing HLH Carson City's resources and opportunities, including  
16 without limitation its Business Information and Trade Secrets; (b) soliciting and recruiting HLH  
17 Carson City's employees to work for them at Battle Born, HLH Carson City's direct competitor  
18 in violation of their contractual agreements with HLH Carson City; (c) on information and  
19 belief, soliciting HLH Carson City's relationships and Referral Sources for their personal  
20 benefit and Battle Born's benefit; (d) preparing to compete, using Mission's resources, with  
21 HLH Carson City while still employed with and being paid by HLH Carson City; and (e) using  
22 HLH Carson City's Business Information and Trade Secrets to prepare to and to compete  
23 against HLH Carson City, thereby HLH Carson City of the value of the employment services  
24 for which they were hired and being paid.

25       149. HLH Carson City has been damaged and continues to suffer and experience  
26 damages resulting from the Employee Defendants' breach of the implied covenant of good faith  
27  
28

1 and fair dealing which is inherent to the HLH Carson City NDA in an amount to be determined  
2 at trial, plus applicable interest, late fees, attorney fees, and costs of collection.

3 150. HLH Carson City is entitled to injunctive relief against the Employee Defendants  
4 to prevent further damage and harm to HLH Carson City.

5 **SEVENTH CAUSE OF ACTION**  
6 **(Breach of Contract – HLH Carson City Code of Conduct)**  
7 **(Against the Employee Defendants)**

8 151. Plaintiffs hereby repeat, reallege and reincorporate all preceding paragraphs of this  
9 Complaint as though fully set forth herein.

10 152. As a term of Employment, the Employee Defendants each executed the HLH  
11 Carson City Code of Conduct.

12 153. The HLH Carson City Code of Conduct constitutes a valid contract between HLH  
13 Carson City and the Employee Defendants.

14 154. In exchange for consideration including continued employment, the Employee  
15 Defendants each individually agreed to abide by terms of the HLH Carson City Code of  
16 Conduct.

17 155. HLH Carson City performed all of its obligations under the HLH Carson City  
18 Code of Conduct.

19 156. As more fully described above, the Employee Defendants each breached the HLH  
20 Carson City Code of Conduct by failing to abide by its terms by, among other things, receiving  
21 a personal benefit by virtue of their employment with HLH Carson City, by failing to notify  
22 HLH Carson City of their own personal interest and/or relationship with Battle Born, a  
23 competitor of HLH Carson City, their use of HLH Carson City's Business Information and  
24 Trade Secrets for their own personal benefit and for the benefit of third parties, and their failure  
25 to disclose their knowledge of the other Employee Defendants' violations of the Code of  
26 Conduct to HLH Carson City.

1       157. As a result of the Employee Defendants' actions, HLH Carson City has suffered  
2 and will continue to suffer damages in an amount to be determined at trial plus applicable  
3 interest, late fees, attorney fees, and costs of collection.

4 158. HLH Carson City is entitled to injunctive relief against the Employee Defendants  
5 to prevent further damage and harm to HLH Carson City.

**EIGHTH CAUSE OF ACTION**  
**(Breach of the Covenant of Good Faith and Fair Dealing –  
HLH Carson City Code of Conduct)  
(Against the Employee Defendants)**

8       159. Plaintiffs hereby repeat, reallege and incorporate all preceding paragraphs of this  
9 Complaint as though fully set forth herein.

160. The HLH Carson City Code of Conduct is a valid and enforceable contract  
between HLH Carson City and its employees and former employees, including the Employee  
Defendants.

13        161. There is an implied covenant in the HLH Carson City Code of Conduct that inheres  
14 in every written and oral agreement that requires that HLH Carson City employees act in a  
15 manner consistent with the parties' intent and so that HLH Carson City can realize the benefit  
16 of its bargain. The Employee Defendants' employment with HLH Carson City was intended to  
17 build up HLH Carson City, establish a long-term employee base, increase referrals, fight off  
18 competition, and protect HLH Carson City's position in the market, including by protecting its  
19 Business and economic advantages. The benefit of the Employee Defendants' efforts for HLH  
20 Carson City were intended to be long-lasting and extend beyond the term of their employment,  
21 and to be for the exclusive benefit of HLH Carson City and not for the Employee Defendants'  
22 retention or use after employment.

23       162. HLH Carson City performed all of its obligations under the HLH Carson City  
24 Code of Conduct.

25        163. The Employee Defendants each independently breached the covenant of good  
26        faith and fair dealing both during and after employment by, on their own behalf and on behalf

1 of Battle Born by, among other things, terms by, among other things, receiving a personal  
2 benefit by virtue of their employment with HLH Carson City, by failing to notify HLH Carson  
3 City of their own personal interest and/or relationship with Battle Born, a competitor of HLH  
4 Carson City, their use of HLH Carson City's Business Information and Trade Secrets for their  
5 own personal benefit and for the benefit of third parties, and their failure to disclose their  
6 knowledge of the other Employee Defendants' violations of the Code of Conduct to HLH  
7 Carson City.

8        164. HLH Carson City has been damaged and continues to suffer and experience  
9 damages resulting from the Employee Defendants' breach of the implied covenant of good faith  
10 and fair dealing which is inherent to the HLH Carson City NDA in an amount to be determined  
11 at trial plus applicable interest, late fees, attorney fees, and costs of collection.

12        165. HLH Carson City is entitled to injunctive relief against the Employee Defendants  
13 to prevent further damage and harm to HLH Carson City.

**NINTH CAUSE OF ACTION**  
**(Breach of Contract – Mission NDA)**  
**(Against the Employee Defendants)**

16       166. Plaintiffs hereby repeat, reallege and reincorporate all preceding paragraphs of this  
17 Complaint as though fully set forth herein.

18        167. As a term of Employment, the Employee Defendants each executed the Mission  
19 NDA.

168. The Mission NDA constitutes a valid contract between Mission and the Employee  
Defendants.

22       169. In exchange for consideration including continued employment, the Employee  
23 Defendants each individually agreed to abide by terms of the Mission NDA.

24 | 170. Mission performed all of its obligations under the Mission NDA.

25        171. As more fully described above, the Employee Defendants each breached the  
26 Mission NDA by failing to abide by its terms by, among other things, failing to maintain the

1 confidentiality of Mission's Business Information and Trade Secrets both during and after their  
2 Mission employment, making use Business Information and Trade Secrets for their own benefit  
3 and for the benefit of others and third parties (to Mission's detriment), and by disclosing  
4 Mission's Business Information and Trade Secrets to third parties including the other  
5 Defendants.

6       172. As a result of the Employee Defendants' actions, Mission has suffered and will  
7 continue to suffer damages in an amount to be determined at trial plus applicable interest, late  
8 fees, attorney fees, and costs of collection.

9       173. Mission is entitled to injunctive relief against the Employee Defendants to prevent  
10 further damage and harm to Mission.

**TENTH CAUSE OF ACTION**  
**(Breach of the Covenant of Good Faith and Fair Dealing – Mission NDA)**  
**(Against the Employee Defendants)**

13       174. Plaintiffs hereby repeat, reallege and incorporate all preceding paragraphs of this  
14 Complaint as though fully set forth herein.

15        175. The Mission NDA is a valid and enforceable contract between Mission NDA and  
16 its employees and former employees, including the Employee Defendants.

17        176. There is an implied covenant in the Mission NDA that inheres in every written and  
18 oral agreement that requires that Mission NDA employees act in a manner consistent with the  
19 parties' intent and so that Mission NDA can realize the benefit of its bargain. The Employee  
20 Defendants' employment with Mission NDA was intended to build up Mission, establish a  
21 long-term employee base, increase referrals, fight off competition, and protect Mission position  
22 in the market, including by protecting its Business and economic advantages. The benefit of the  
23 Employee Defendants' efforts for Mission were intended to be long-lasting and extend beyond  
24 the term of their employment, and to be for the exclusive benefit of Mission and not for the  
25 Employee Defendants' retention or use after employment.

26 || 177. Mission performed all of its obligations under the Mission NDA.

1       178. The Employee Defendants each independently breached the covenant of good  
2       faith and fair dealing both during and after employment by, on their own behalf and on behalf  
3       of Battle Born by (a) utilizing Mission's resources and opportunities, including without  
4       limitation its Business Information and Trade Secrets; (b) soliciting and recruiting Mission's  
5       employees to work for them at Battle Born, Mission's direct competitor in violation of their  
6       contractual agreements with Mission; (c) soliciting Mission's relationships and Referral  
7       Sources for their personal benefit and Battle Born's benefit; (d) preparing to compete, using  
8       Mission's resources, with Mission while still employed with and being paid by Mission; and  
9       (e) using Mission's Business Information and Trade Secrets to prepare to and to compete  
10      against Mission, thereby Mission of the value of the employment services for which they were  
11      hired and being paid.

12        179. Mission has been damaged and continues to suffer and experience damages  
13 resulting from the Employee Defendants' breach of the implied covenant of good faith and fair  
14 dealing which is inherent to the Mission NDA in an amount to be determined at trial, plus  
15 applicable interest, late fees, attorney fees, and costs of collection.

16        180. Mission is entitled to injunctive relief against the Employee Defendants to prevent  
17 further damage and harm to Mission.

**ELEVENTH CAUSE OF ACTION**  
**(Unjust Enrichment)**  
**(Against all Defendants)**

181. Plaintiffs hereby repeat, reallege and incorporate all preceding paragraphs of this  
Complaint as though fully set forth herein.

22        182. Many of the actions taken by Battle Born and by the Employee Defendants on  
23 Battle Born behalf, including but not limited to soliciting and hiring Mission's employees and  
24 soliciting Mission's Referral Sources and patients, were undertaken using Mission's Business  
25 Information and Trade Secrets. Some of these actions were taken while the Employee  
26 Defendants were still employed and being paid by Mission.

1       183. Defendants knew that Mission's Business Information and Trade Secrets was to  
2 be accessed and utilized by the Employee Defendants for the exclusive benefit of Mission. The  
3 Employee Defendants nonetheless misappropriated such information for their own use and  
4 benefit and for the use and benefit of Battle Born.

5       184. Defendants retained the benefit of the information received, and each of them,  
6 have therefore been unjustly enriched by Mission's work and effort in developing, enhancing  
7 and implementing the Business Information and Trade Secrets benefit of Mission's Business  
8 Information and Trade Secrets, and their misappropriation of said information for their own  
9 benefit, either directly or indirectly, against basic principles of justice equity and good  
10 conscience.

11        185. Mission is entitled to damages for Defendants unjust enrichment in an amount to  
12 be proven at trial.

13        186. Mission is entitled to injunctive relief against Defendants to prevent further  
14 damage and harm to Mission.

**TWELFTH CAUSE OF ACTION**  
**(Conspiracy)**  
**(Against the Employee Defendants)**

17       187. Plaintiffs hereby repeat, reallege and incorporate all preceding paragraphs of this  
18 Complaint as though fully set forth herein.

19       188. The Employee Defendants, by acting in concert, intended to accomplish an  
20 unlawful objective for the purpose of harming Mission.

189. Upon information and belief, the Employee Defendants, in concert with other  
individual, planned and agreed to commit the acts underlying the several Causes of Action  
stated herein including without limitation to access, use, disclose, publish, or copy the Business  
Information and Trade Secrets for a purpose other than a Mission Business-related purpose,  
including surreptitiously using the Business Information and Trade Secrets for the benefit of a  
competing home health agency, to wrongfully recruit employees to work for Battle Born, and

1 to and inappropriately solicit Referral Sources and patients to change service providers.

2       190. Mission has been damaged as a result of the Employee Defendants' actions in an  
3 amount to be proven at trial.

4       191. Because the Employee Defendants' actions were willful, fraudulent, malicious and  
5 intentional, and designed to gain additional unwarranted benefit from this interference, Mission  
6 is entitled to an award of punitive and exemplary damages in an amount to be proven at trial.

7        192. Mission is entitled to injunctive relief against the Employee Defendants to prevent  
8 further damage and harm to Mission.

**SIXTH CLAIM FOR RELIEF**  
**(Breach of Fiduciary Duty)**  
**(Against the Employee Defendants)**

11 193. Plaintiffs repeat and reallege the allegations of all preceding paragraphs by  
12 reference, as though fully set forth herein.

13       194. The Employee Defendants were each employees of Mission until their  
14 employment was terminated.

15        195. As an employee of Plaintiff, each of the Employee Defendants owed Mission a  
16 fiduciary duty of loyalty. The duty requires, among other things, that a fiduciary act in the best  
17 interests of his employer, put his employer's interests over his own, not take advantage of  
18 business opportunities that belong to the employer, not steal the employer's confidential  
19 information, and be truthful to the employer.

196. The Employee Defendants breached the fiduciary duties each owed to Plaintiff by,  
among other things:

22       a.     Competing with Mission through the formation, launch, and operation of Battle  
23     Born while still employed by Mission:

b. Accepting employment with a direct competitor and working in its behalf and to  
the detriment of Mission;

c. Soliciting Mission's employees and contractors to work for Battle Born while

1 employed by Mission;

2 d. Concealing and failing to disclose their involvement with a competing company  
3 while they were still employed by Mission; and

4 e. Utilizing and improperly disclosing Mission's Business Information and Trade  
5 Secrets for their own benefit and for the benefit of Battle Born.

6 f. Acting in other ways described herein which were not in the best interest of  
7 Mission.

8 197. The Employee Defendants' actions were fraudulent and done in bad faith and with  
9 actual malice to Mission.

10 198. As a direct and proximate result of the Employee Defendants' actions, Mission  
11 has suffered damages, including but not limited to, compensatory, consequential, special  
12 damages in the form of attorneys' fees, and punitive damages, in an amount to be determined  
13 at trial.

14 199. As a direct and proximate result of the Employee Defendants' actions and conduct,  
15 Mission has been forced to retain the services of an attorney to prosecute this action and,  
16 therefore, Mission is entitled to reasonable attorney's fees, costs and interest as damages in this  
17 action pursuant to the agreements and Nevada law.

18 **SIXTH CLAIM FOR RELIEF**  
19 **(Intentional Interference with Contractual Relations)**  
20 **(Against all Defendants)**

21 200. Plaintiffs repeat and reallege the allegations of all preceding paragraphs by  
reference, as though fully set forth herein.

22 201. Mission had existing contractual relationships with several employees and patients  
23 in the health care injury.

24 202. The Employee Defendants and, as a result, Battle Born knew of Mission's existing  
contractual relationships.

1        203. The Employee Defendants and, as a result, Battle Born took Mission's Business  
2 Information and Trade Secrets and utilized it, intentionally, to interfere with Mission's business,  
3 employment relationships, and relationships with its Referral Sources.

4        204. Defendants' use of Business Information and Trade Secrets to enable their  
5 interference was independently tortious and unlawful.

6 205. Defendants' interference with Mission's current business relationships was the  
7 proximate cause of Mission's damages within the jurisdictional limitations of this Court.

8        206. Mission seeks to recover lost profits, actual damages, and damages for lost benefits  
9 of each and every lost contract at issue.

10        207. Mission has been damaged as a result of Defendants' actions in an amount to be  
11 determined at trial.

12        208. Because Defendants' interference was willful, fraudulent, malicious and  
13 intentional, and designed to gain additional unwarranted benefit from the interference, Mission  
14 is entitled to an award of punitive and exemplary damages in excess of \$10,000.00.

15        209. It has been necessary for Mission to retain the services of an attorney to prosecute  
16 this action, and Mission is entitled to an award of reasonable attorneys' fees and costs in  
17 connection therewith.

## **REQUEST FOR RELIEF**

19 WHEREFORE, Plaintiffs hereby respectfully requests that this Court enter judgment  
20 against Defendants and in favor of Plaintiffs:

- 21       a. For an award of compensatory, actual, and special damages;  
22       b. For an award of exemplary or punitive damages;  
23       c. For an accounting all gains, profits, and advantages derived by Defendants as a  
24 result of their misappropriation and improper use of Mission's Business Information and Trade  
25 Secrets:

d. For an injunction enjoining Defendants and their affiliates from (i) accessing, disseminating or otherwise using the Business Information and Trade Secrets, and requiring them to return to Mission any such information in their possession; (ii) from using the Business Information or Trade Secrets for the purposes of accessing or contacting any Referral Sources for the purposes of causing them to terminate or lessen their relationship with Mission; and (iii) from using the Business Information or Trade Secrets for the purposes of soliciting and/or contacting Mission employees with the intent or purpose of having them leave or lessen their employment with Mission or to entice any Mission employees to be employed by Defendants or any of their affiliates simultaneously with their employment with Mission;

e. For an award of restitution;

f. For an award of prejudgment and post-judgment interest until the judgment is paid in full;

g. For an award of attorney fees and costs as allowed by law; and

h. For such other and further relief as the Court deems just and proper.

DATED July 25, 2022.

HOLLAND & HART LLP

/s/ *Sydney R. Gambee*

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